UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

WILLIAM O. HUGGINS, III, an individual, Plaintiff, v. ROYALTY CLEARINGHOUSE, LTD., a Texas Limited Partnership doing business in the State of Texas Defendant.	**[proposed]** **PLAINTIFF'S FIRST AMENDED COMPLAINT** CIVIL ACTION NO. 1:14-cv-1058-SS **JURY TRIAL DEMANDED**

PLAINTIFF'S FIRST AMENDED COMPLAINT

TO THE HONORABLE JUDGE OF THE COURT:

William O. Huggins, III ("Plaintiff" or "Huggins"), brings this lawsuit against Royalty Clearinghouse, Ltd, a Texas Limited Partnership doing business in the State of Texas ("Defendant" or "RCH"), and for causes of action would show the following:

JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1332 (a) (1) because the amount in controversy exceeds the value of $75,000, exclusive of interest and costs, and is between citizens of different states, and pursuant to 28 U.S.C. § 1367 for pendent state law claims.

2. This action arises out of Plaintiff's and Defendant's claims of ownership of certain oil and gas minerals and royalties located in Burleson County, Texas.

3. Venue is proper in this District because the acts and transactions occurred here and Defendant transacts business here.

PARTIES

4. Plaintiff, William O. Huggins, III, is a natural person who resides in Henderson, Clark County, Nevada.

5. Defendant, Royalty Clearinghouse, Ltd., operating from an address of 401 Congress Ave., Ste. 1750, Austin, Texas 78701 is a Texas Limited Partnership doing business in the State of Texas.

FACTUAL ALLEGATIONS

6. As of August of 1990, Huggins was the owner of 36.25 % of 100 % of all minerals in, on and under a certain tract of land located in Burleson County, Texas, and containing 779.994 acres, more or less, and being the same tract of land as described in Exhibit "1" attached hereto and incorporated herein. This mineral interest was acquired by Huggins through a duly registered deed, together with a judgment in his favor regarding a reservation retained in a previous deed which doubled his interest.

7. In August and October of 1990, Huggins executed and delivered three (3) Oil and Gas Leases to Union Pacific Resources Company (UPRC), thereby leasing for oil and gas exploration most of, but not all, of the mineral estate owned by Huggins in the 779.994 acres.

8. By operation of law, these leases conveyed a determinable fee in these minerals to UPRC, thereby leaving Huggins only the right to royalties on production from each lease together with a possibility of reverter of the minerals so leased. When, and if, there was cessation of production under a particular lease, the mineral estate conveyed to UPRC by that lease would terminate by operation of law, and the mineral estate conveyed under that particular lease would revert back to Huggins.

9. Subsequently, UPRC entered into three (3) Pooling Agreements with the State of Texas which included all of the acreage leased to UPRC by Huggins in one or more of these Units. These units are herein referred to as the "See-Huggins Unit", containing 640 acres, the "Yegua-Yegua Unit" containing 627.67 acres, and the "See-Yegua Unit", also containing 640 acres.

10. UPRC was successful in drilling a producing well in each of the designated Pooling Units and issued division orders to Huggins which he executed and delivered to UPRC, thereby creating the obligation on

the part of UPRC to begin paying royalties to Huggins based on his ownership of a royalty interest in each of these units.

11. Over the ensuing years, UPRC assigned its rights under these leases and Pooled Units to Anadarko E & P Company, LP ("Anadarko") and, in turn, Anadarko assigned these same rights over to EnerVest Management Partners, Ltd. ("EnerVest").

12. While all three of the units described above were still being held by production, Huggins received a letter from RCH dated October 12, 2007, offering to purchase some of Huggins' interests. This letter contained language referring to "oil and gas mineral interests" and language referring to "royalties" and then to "royalty interests" in the See-Huggins Unit and the Yegua-Yegua Unit. No offer was made to acquire Huggins' interest in the See-Yegua Unit. A copy of this letter is attached hereto, incorporated herein and marked Exhibit "2".

13. As of the date of this letter (Exhibit "2"), Huggins still only owned a royalty interest and not a mineral interest in each of these three units hereinabove described due to his having leased (sold) all of this acreage to UPRC.

14. Huggins and RCH never executed a formal purchase agreement, but through various communications between Huggins and RCH by

telephone, email, and letters, an agreement was reached for RCH to acquire Huggins' royalty interests in the See-Huggins Unit and the Yegua-Yegua Unit. Again, no mention was made of Huggins' interest in the See-Yegua Unit.

15. Huggins then received a letter from RCH dated November 16, 2007, thanking him for accepting their offer to purchase "royalty" interests and containing a "conveyance/assignment/deed" which carried the title of "Mineral and Royalty Deed". No further reference to "minerals" was contained in this letter, and no property description was described in this letter. A copy of this letter is attached hereto, incorporated herein, and marked Exhibit "3".

16. Huggins then received a letter from RCH dated November 28, 2007, containing a revised "Mineral and Royalty Deed" for Huggins' "Royalty" interests. Again, no reference was made to "Minerals". A copy of this deed is attached hereto, incorporated herein, and marked Exhibit "4".

17. The revised deed (Exhibit "4") was prepared by RCH and delivered to Huggins and was intended to convey the "royalty" interest purchased by RCH from Huggins in the See-Huggins Unit and the Yegua-Yegua Unit. This revised deed contained a property description as follows:

> "All of the lots, tracts or parcels of land owned by Grantor in the Alfred Kennon Survey, A-32, Burleson County, Texas."

This deed contains no acreage, no metes and bounds description or reference to any other document which would allow the reader to locate the "subject land" referred to throughout the instrument without resorting to some outside information not contained in this deed.

Again, at the time of this conveyance, Huggins still only owned a royalty interest and not a mineral interest in each of these three units hereinabove described due to his having leased (sold) all of this acreage to UPRC. A copy of this deed is attached hereto, incorporated herein, and marked Exhibit "5".

18. Huggins then received an undated document entitled "Important Notice" from RCH in either late 2007 or early 2008 referring to the "royalty interest which you are selling to Royalty Clearinghouse". A copy of this notice is attached hereto, incorporated herein, and marked Exhibit "6".

19. On March 13, 2008, EnerVest prepared and sent its Transfer Order with instructions for execution of same to Huggins and to RCH. The documents accompanying this Transfer Order refer to the "transfer of the partial interest from William O. Huggins, III in the referenced wells. If you are in agreement with your decimals and transfer of interest, please execute the

document as instructed below." A copy of this Transfer Order with instructions, is attached hereto, incorporated herein, and marked Exhibit "7".

20. Both Huggins and RCH executed this Transfer Order and returned it to EnerVest, thereby approving of the decimals and transfer of a "partial" interest of the Huggins royalty interest set forth by EnerVest.

21. This Transfer Order describes the sale of a "royalty" interest in all three wells described herein. From that day forward, Huggins was paid royalties on one-half (1/2) of the royalty interest formerly owned by him and RCH was paid royalties on one-half (1/2) of the royalty interest that it had purchased from Huggins.

22. After the Transfer Order of March 13, 2008, the Mineral Tax roll for Burleson County, Texas, began showing the interests in all three units for Huggins and for RCH to be identical, each reflecting exactly one-half (1/2) of the decimal interest formerly owned by Huggins. For example, the interests in the See-Huggins Unit was now shown as 0.0237320 for each party, matching the interests shown on the Transfer Order issued by EnerVest and executed by Huggins and RCH. A copy of one of these Mineral Tax Roll sheets for the See-Huggins Unit is attached hereto, incorporated herein, and marked Exhibit "8".

23. Huggins then received a letter from RCH dated October 31, 2008,

requesting a reimbursement of any royalties received by Huggins on the interests being sold, beginning November 1, 2007 forward, again stating that RCH had purchased Huggins' "royalty" interests, and further stating that RCH had notified the operator (EnerVest) for transfer of title in a timely manner. A copy of this letter is attached hereto, incorporated herein, and marked Exhibit "9".

24. An examination of the records of Burleson County, Texas, since December 3, 2007, reflects that this deed (Exhibit "5") was never properly filed by RCH.

25. Apparently, this deed was delivered to the Clerk of Burleson County, Texas for filing by RCH but was misfiled by the Burleson County Clerk's office under the Grantor name of "Higgins" instead of "Huggins". Thus, until August of 2014, it was never discovered in the chain of title to this property as reflected by these county records.

26. As stated in RCH's letter of October 31, 2008 (Exhibit "9"), RCH had provided EnerVest a copy of the Mineral and Royalty Deed (Exhibit "5").

27. In addition to receiving royalties since March of 2008, Huggins and RCH have each paid their share of property taxes levied on their respective ownerships.

28. In addition to receiving royalties since March of 2008, Huggins and

RCH have each received Form 1099's from EverVest for each successive year, and paid their respective income taxes on royalties received. Copies of the 1099's received by Huggins for the years 2007-2103, inclusive, are attached hereto as one exhibit, incorporated herein, and marked Exhibit "10".

29. RCH also sent out 1099's, 1098's or K-1's to its investors or partners reflecting their respective distributions from these royalties and based on its ownership of a one-half (1/2) ownership of same.

30. The See-Yegua unit ceased to produce in September of 2010, and by operation of law, the mineral estate held under that lease reverted back to Huggins, thereby terminating any royalty rights held by Huggins or claimed by RCH. This acreage has now been leased to Patriot Investments, LP by both Huggins and RCH. (See paragraphs 36 and 37, infra).

31. The See-Huggins unit ceased to produce in June of 2012, and by operation of law, the mineral estate held under that lease reverted back to Huggins, thereby terminating any royalty rights held by Huggins or claimed by RCH. This acreage has now been leased to Patriot Investments, LP by both Huggins and RCH. (See paragraphs 36 and 37, infra).

32. The Yegua-Yegua Unit is still being held by production as of the date of this filing and both Huggins and RCH are receiving royalties, paying property taxes, receiving 1099's from EnerVest based on each owning one-half (1/2) of

the interest formerly owned entirely by Huggins (36.25% of 100%), and now being an 18.125 % of 100 % undivided interest, and reporting their respective royalty incomes to the IRS.

33. In early 2008, Huggins received a letter from Al Kohler, the owner of RCH, offering to buy his remaining one-half interest in any royalty interest he might hold. The offer was $65,000 and went unanswered by Huggins, thereby being rejected. Huggins did not retain a copy of this offer, but RCH should have a copy of this letter in their files.

34. Huggins then received a letter dated August 9, 2013 from Al Kohler, the owner of RCH, offering to buy Huggins' one-half (1/2) interest in the Yegua-Yegua Unit for $4,304.00. Again, this letter also refers to purchasing a "royalty" and also to purchasing "mineral" interests. Neither Huggins' interest in the See-Huggins Unit nor the See-Yegua Units were mentioned. A copy of this letter is attached hereto, incorporated herein, and marked Exhibit "11".

35. Huggins then received a letter dated September 19, 2014, from Al Koehler, the owner of RCH, offering to buy Huggins' one-half (1/2) "royalty" interest or "oil and gas minerals" in the Yegua-Yegua Unit for $6,843.47. Neither Huggins' interest in the See-Huggins Unit nor the See-Yegua Units were mentioned. A copy of this letter is attached hereto, incorporated herein, and marked Exhibit "12".

36. On October 31, 2014, Huggins entered into a Paid-Up Oil, Gas and Mineral Lease with Patriot Investments, LP covering his mineral interests in the acreage formerly held by production in the See-Huggins Unit and the See-Yegua Unit. A copy of this lease is attached hereto, incorporated herein, and marked Exhibit "13".

37. On September 29, 2014, RCH entered into a lease with Patriot Investments, LP, covering its claimed mineral interests in the See-Huggins Unit and the See-Yegua Unit. A Memorandum of Oil and Gas Lease is on file in the Official Public Records of Burleson County A copy of this document is attached hereto, incorporated herein, and marked Exhibit "14". As stated in this Memorandum, an executed copy of said Oil and Gas Lease and Addendum is in the possession of RCH at its offices in Austin, Texas.

SUMMARY

38. A mineral interest is considered "real property".

39. A "possibility of reverter" is considered "real property" because it is part of the mineral estate.

40. By virtue of a duly registered deed, together with a judgment in Huggins' favor concerning a prior mineral reservation, the oil and gas mineral estate in question here (36.25 % of 100 %) was originally held by Huggins prior to his leasing the same to UPRC in 1990 and 1991. The leases from Huggins to UPRC conveyed

to UPRC the oil and gas mineral estate as a determinable fee, thereby leaving Huggins a royalty interest only with a possibility of reverter under each lease (sale). The rights of UPRC were ultimately transferred to Anadarko and then to EnerVest, who still operates the Yegua-Yegua unit at the date of this filing.

41. Therefore, after leasing to UPRC all of his mineral interests, Huggins only owned a royalty interest amounting to 36.25 % of 100% of the royalties.

42. The deed prepared by and provided to Huggins by RCH and purporting to convey "minerals" to RCH contains a specific grant that, when read with the general grant in the legal description, renders the deed void. It purports to convey an interest in land that Huggins did not own. Therefore, the specific description either does not describe any royalty interest, which is all Huggins owned, or it incorrectly describes mineral interests which Huggins did not own. The general description conveys all of Huggins' mineral interest in land owned in Burleson County, Texas. In effect, the deed states that Huggins conveys nothing, and that he conveys everything, and therefore, should be voided.

43. When the See-Huggins and the See-Yegua units ceased to produce, by operation of law, the oil and gas mineral estate in each unit reverted back to Huggins and the royalty interests of both Huggins and RCH expired.

44. For a period in excess of three (3) years Huggins has maintained actual and visible peaceable and adverse possession, an appropriation of these mineral interests,

commenced and continued under a claim of right that is inconsistent with and is hostile to any claim of RCH. Throughout this time period, RCH knew all the material facts surrounding Huggins' claims and could have repudiated these claims at any time. However, through its actions and omissions described hereinabove, RCH has ratified, confirmed and adopted these act of Huggins.

45. For a period in excess of Five (5) years Huggins has maintained actual and visible peaceable and adverse possession, an appropriation of these mineral interests, commenced and continued under a claim of right that is inconsistent with and is hostile to any claim of RCH, and, in connection therewith, has used and enjoyed the mineral interest, paid applicable taxes on the mineral interest, and claims the property under a duly registered deed and a judgment in his favor regarding a reverter of minerals from a former deed. Throughout this time period, RCH knew all the material facts surrounding Huggins' claims and could have repudiated these claims at any time. However, through its actions and omissions described hereinabove, RCH has ratified, confirmed and adopted these act of Huggins.

TRIAL BY JURY

46. Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable. US Const. amend. 7. Fed.R.Civ.P. 38.

CAUSES OF ACTION

COUNT I.

VOIDANCE OF DEED FOR INSUFFICIENT PROPERTY DESCRIPTION

IN VIOLATON OF THE STATUTE OF FRAUDS

47. The deed prepared by and provided to Huggins by RCH and purporting to convey "minerals" to RCH contains a specific grant that, when read with the general grant in the legal description, renders the deed itself void. It purports to convey an interest in land that Huggins did not own. Therefore, the specific description either does not describe any royalty interest, which is all Huggins owned, or it incorrectly describes mineral interests which Huggins did not own. The general description conveys all of Huggins' mineral interest in land owned in Burleson County, Texas. In effect, the deed states that Huggins conveys nothing, and that he conveys everything and therefore should be declared to be void. *J. Hiram Moore Ltd.v. Greer*, 172 S.W. 3rd 609 (Tex. 2005).

Further, in order for this conveyance to be valid under the Statute of Frauds in Texas, a conveyance or contract must include within itself, or by reference to another existing writing, the means or data to identify the particular property with reasonable certainty. The deed from Huggins to RCH (Exhibit "5") contains no metes and bounds description, no acreage amount, and no reference to any other existing writing, and therefore, no means or data to identify the "subject property" with reasonable certainty. *Wilson v. Fisher*, 144 Tex. 53, 188 S.W. 2d 150 (1945). See also *Kmiec v. Reagan*, 556 S.W. 2d 567 (Tex. 1977); *Pick v. Bartel*, 649 S.W. 2d 636, 637 (Tex. 1983; *Morrow v. Shotwell*, 477 S.W. 2d 538, 539 (Tex. 1972).

Extrinsic evidence may not be used for the purpose of supplying the location or description of the property. *Wilson v. Fisher*, 144 Tex. 53, 188 S.W. 2d 150 (1845).

COUNT II.

REFORMATION

48. In the alternative, without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Huggins seeks a finding that in the event the deed given by Huggins to RCH is not declared void for having an insufficient property description, it should be reformed due to a mutual mistake on the part of the parties. The deed should be reformed to convey only an undivided interest in and to any royalty interest in the See-Huggins Unit and the Yegua-Yegua Unit owned by Huggins at the time the agreement was entered into between Huggins and RCH.

COUNT III.

QUIET TITLE

49. In the alternative, without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights,

and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Huggins seeks a finding quieting title in Huggins in and to a 36.25 % of 100 % undivided interest in all oil and gas minerals in, on and under the 779.994 acres out of the Alfred Kennon Survey, A-32 (Exhibit "1"), by virtue of the property description contained in the deed from Huggins to RCH conveying nothing and for an award of costs of litigation and reasonable attorney's fees;

COUNT IV.

ADVERSE POSSESSION PURSUANT TO THE 3 YEAR STATUTE OF LIMITATION

TEXAS STATUTES, CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT AND APPEAL, SUBCHAPTER B. LIMITATIONS OF REAL PROPERTY ACTIONS, §16.024. ADVERSE POSSESSION: THREE-YEAR LIMITATIONS PERIOD

50. In the alternative, without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Defendant, RCH is barred from bringing suit to recover real property held by another in peaceable and adverse possession under title or color of title not later than three years after the day the cause of action accrues.

Huggins maintains that this cause of action accrued on or about March 13, 2008, that date upon which Huggins and RCH executed the Transfer Order provided by EnerVest (Exhibit "7") and, therefore, seeks a finding that he has matured a perfect title to both the mineral interest and the royalty interest in, on and under the 779.994 acres (Exhibit "1"), by complying with this 3 year adverse possession statute.

COUNT V.

ADVERSE POSSESSION_PURSUANT TO THE 5 YEAR STATUTE OF LIMITATION

TEXAS STATUTES, CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT AND APPEAL, SUBCHAPTER B. LIMITATIONS OF REAL PROPERTY ACTIONS, §16.025. ADVERSE POSSESSION: FIVE-YEAR LIMITATIONS PERIOD

51. In the alternative, without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Defendant, RCH must bring suit not later than five years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who:

(1) cultivates uses, or enjoys the property;

(2) pays applicable taxes on the property, and;

(3) claims the property under a duly registered deed.

Huggins maintains that this cause of action accrued on or about March 13, 2008, that date upon which Huggins and RCH executed the Transfer Order provided by EnerVest (Exhibit "7").

Since the issuance of the Transfer Order to both Huggins and RCH on March 13, 2008, Huggins has:

(1) enjoyed the property;

(2) paid the applicable taxes on the property, and;

(3) claimed the property under a duly registered deed; and

(4) exercised the executive rights flowing from his claimed ownership of these minerals by entering into an Oil and Gas Mineral Lease with Patriot Investments, LP. Therefore, Plaintiff seeks a finding that he has matured a perfect title to the both the mineral interest and the royalty interest in, on and under the 779.994 acres (Exhibit "1"), by complying with this 5 year adverse possession statute.

COUNT VI.

RATIFICATION

52. In the alternative, and without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Huggins seeks a finding that by virtue of the

actions and inactions of RCH from the execution of the Transfer Order (Exhibit "7"), offers to purchase Huggins' remaining one –half (1/2) interest in the mineral/royalty estate, payments of property taxes on its one-half (1/2) of the mineral/royalty estate, acceptance of 1099's for seven (7) years beginning in 2008 to date, issuance of K-1's and/or 1099's or 1098's to its investors for seven (7) years beginning in 2008 to date, and other acts or omissions on the part of RCH, that RCH has ratified, confirmed and adopted the actions of Huggins in continuing to claim both the royalty and mineral rights subject of this lawsuit.

Proof of ratification requires evidence establishing "(1) approval by act, word or conduct, (2) with full knowledge of the facts of the earlier act, and (3) with the intention of giving validity to the earlier act." *K.B. v N.B.*. 811s.W. 2d 634, (Tex. App..-San Antonio 1991, writ denied); accord *Bob Montgomery Chevrolet, Inc., v. Dent Zone Cos.*, 409 S.W. 3d 181, (Tex. App.-Dallas 2013, no pet.);*Thompson Oil Royalty, LLC v. Graham*, 351 S.W. 3d 162, (Tex. App.-Tyler 2011, no pet.).

The actions of RCH in executing the EnerVest Transfer Order (Exhibit "7") certainly demonstrate that RCH had full knowledge of the claims of Huggins on March 13, 2008 and it intention to accept the decimals of ownership set forth therein for both parties. The continuing actions of RCH from that day forward in accepting royalties based on only one-half of the interests formerly owned by Huggins, paying property taxes based on that same interest, receiving and approving the 1099's provided to it by EnerVest and Torch E & P, paying corporate income taxes based on that same interest, issuing K-1's to its investors based on that same interest, all for a period encompassing nearly seven (7) years, and in addition, making offers to buy Huggins remaining one-half interest even as late as September of 2014 most certainly satisfy the requirements of ratification as set forth in *K.B v. N.B.*, id.

COUNT VII.

TERMINATION OF ROYALTY INTEREST HELD BY RCH BY OPERATION OF LAW

53. In the alternative, and without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Huggins seeks a finding that upon cessation of production of the respective leases from Huggins to UPRC, any and all royalty interests in said leases expired or will expire, and the mineral estate conveyed by Huggins to UPRC terminated, and that therefore, by operation of law, the entire mineral estate reverted to Huggins.

COUNT VIII.

UNJUST ENRICHMENT

54. In the alternative, and without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights,

and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, in the event that the deed from Huggins to RCH described herein is voided for having been found to have conveyed no interest to RCH by virtue of the conflict between the specific and general property descriptions and ambiguities contained therein, Huggins seeks a judgment for Unjust Enrichment and for an award of money equal to the amount of royalties received by RCH on production from the See-Huggins Unit, the See-Yegua Unit, and the Yegua-Yegua Unit from November 1, 2007 to the date of this judgment, together with interest thereon at the legal rate.

COUNT IX.

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

55. In the alternative, and without waiving any of the other causes of action pled herein, without waiving any procedural, contractual, statutory, or common-law rights, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Huggins seeks a judgment for damages against RCH for a breach of the covenant of good faith and fair dealing which is inherent in every contract, from November 1, 2007 to the date of this judgment, together with interest thereon at the legal rate.

PRAYER FOR RELIEF

WHEREFORE, Huggins prays that judgment be entered against RCH as follows:

COUNT I.

VOIDANCE OF DEED FOR INSUFFICIENT PROPERTY DESCRIPTION IN VIOLATION OF THE STATUTE OF FRAUDS

For a judgment finding that because the specific description in the deed either does not describe any royalty interest owned by Huggins, or it incorrectly describes his mineral interests; that the general description in the deed conveys all of Huggins' mineral interests in land that he did not own and, therefore, conveying everything and then conveying nothing, thereby rendering it void and in violation of the Statute of Frauds.

COUNT II.

REFORMATION

In the alternative, in the event the deed is not found to be void, for a judgment finding that a mutual mistake was made by Huggins and RCH regarding the agreement between them, thus granting reformation of the deed to reflect one of the following:

A. Conveying nothing to RCH by virtue of a finding that Huggins did not own any of the real property described in the agreement and then the deed; or

B. Conveying only an interest in the royalties owned by Huggins in the See-Huggins Unit and the Yegua-Yegua Unit.

COUNT III.

QUIET TITLE

For a judgment quieting title in Huggins in and to a 36.25 % of 100 % undivided interest in all oil and gas minerals in, on and under the 779.994 acres out of the Alfred Kennon Survey, A-32 (Exhibit “1”), by virtue of the property description contained in the deed from Huggins to RCH conveying nothing and for an award of costs of litigation and reasonable attorney’s fees;

COUNT IV.

ADVERSE POSSESSION PURSUANT TO THE 3 YEAR STATUTE OF LIMITATION

TEXAS STATUTES, CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT AND APPEAL, SUBCHAPTER B. LIMITATIONS OF REAL PROPERTY ACTIONS, §16.024. ADVERSE POSSESSION: THREE-YEAR LIMITATIONS PERIOD

In the alternative, for a judgment quieting title in Huggins 18.125 % of 100 % of the both the mineral and royalty interest in all oil and gas minerals in, on and under the 779.994 acres out of the Alfred Kennon Survey, A-32, (Exhibit “1”), by virtue of Huggins having complied with the requirements of the 3 year statute of limitations contained in the above-cited Texas Statute, and for an award of costs of litigation and reasonable attorney's fees;

COUNT V.

ADVERSE POSSESSION PURSUANT TO THE 5 YEAR STATUTE OF LIMITATION

TEXAS STATUTES, CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT AND APPEAL, SUBCHAPTER B. LIMITATIONS OF REAL PROPERTY ACTIONS, §16.025. ADVERSE POSSESSION: FIVE-YEAR LIMITATIONS PERIOD

In the alternative, for a judgment quieting title in Huggins 18.125 % of 100 % of the both the mineral and royalty interest in all oil and gas minerals in, on and under the 779.994 acres out of the Alfred Kennon Survey, A-32 (Exhibit "1), by virtue of Huggins having complied with the requirements of the 5 year statute of limitations contained in the above-cited Texas Statute, and for an award of costs of litigation and reasonable attorney's fees;

COUNT VI.

RATIFICATION

For a judgment finding that through the actions and inactions on the part of RCH beginning on March 13, 2008 as set forth hereinabove, RCH has ratified, confirmed and adopted the claims of Huggins to the royalty and mineral interests subject of this lawsuit.

COUNT VII

TERMINATION OF ROYALTY INTEREST HELD BY RCH BY OPERATION OF LAW

For a judgment finding that upon cessation of production of the respective leases from Huggins to UPRC, any and all royalty interests in said leases expired, the mineral estate conveyed to UPRC terminated, and that therefore, by operation of law, the mineral estate in the See-Huggins Unit and the See-Yegua Unit conveyed by Huggins to UPRC , that being a 36.25 % of 100 % interest in all oil and gas minerals, reverted back to Huggins;

COUNT VIII.

UNJUST ENRICHMENT

For a judgment for Huggins for Unjust Enrichment against RCH and for an award of money equal to the amount of royalties received by RCH on production from the See-Huggins Unit, the See-Yegua Unit, and the Yegua-Yegua Unit from November 1, 2007 to the date of this judgment, together with interest thereon at the legal rate;

COUNT IX.

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

For a judgment for Huggins for damages against RCH for a breach of the covenant of good faith and fair dealing which is inherent in every contract, together with interest thereon at the legal rate from November 1, 2007 to the date of this judgment.

COUNT X.

ATTORNEYS FEES AND COSTS

For a judgment for Plaintiff against Defendant for reasonable attorneys fees and costs expended in the prosecution of his claims.

And, for such other and further relief as may be just and proper.

Dated: March 26, 2015

Respectfully submitted,

WILLIAM O. HUGGINS, III

By: /s/_________________________
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